

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 34	
2. CONTRACT (Proc. Inst. Ident.) NO. EP-W-12-009				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. PR-OSWER-12-00265	
5. ISSUED BY SRRPOD US ENVIRONMENTAL PROTECTION AGENCY SUPERFUNDRCRA REGIONAL PROCUREMENT OPERATIONS 1200 PENNSYLVANIA AVE NW WASHINGTON DC 20460		CODE SRRPOD		6. ADMINISTERED BY (If other than Item 5) SRRPOD US ENVIRONMENTAL PROTECTION AGENCY SUPERFUNDRCRA REGIONAL PROCUREMENT OPERATIONS 1200 PENNSYLVANIA AVE NW WASHINGTON DC 20460		CODE SRRPOD	
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) BRISTOL ENVIRONMENTAL REMEDIATION SERVICES LLC ATTN PATRICIA CURL 111 WEST 16TH AVENUE 3RD FLOOR (b)(4) ANCHORAGE AK 995015109				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
CODE 621631196		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
11. SHIP TO/MARK FOR NA		CODE		12. PAYMENT WILL BE MADE BY RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711		CODE RTP	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$20,551,834.00	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 0 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number SOL-HQ-11-00015 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Ross Miller			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY (Signature of person authorized to sign)				BY (Signature of the Contracting Officer)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

BRISTOL ENVIRONMENTAL REMEDIATION SERVICES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 621631196 Site Characterization (Assessment) and Remediation of Leaking Underground Storage Tanks (LUSTs) in Indian Country The overall minimum for this contract is: \$100,000.00 The overall maximum for this contract is: \$20,551,834.00 Max Expire Date: 04/18/2019 Accounting Info: 11-F-88F-303D86-2505-HQ007-1288TC5004-001 BFY: 11 Fund: F Budget Org: 88F Program (PRC): 303D86 Budget (BOC): 2505 Job #: HQ007 DCN - Line ID: 1288TC5004-001 Period of Performance: 04/19/2012 to 04/18/2014				
0001A	Base Period - Year 1 Obligated Amount: \$50,000.00				2,773,312.00
0001B	Base Period - Year 2 Obligated Amount: \$0.00				2,824,862.00
0002	Option Period I - Year 3 Amount: \$2,878,012.00 (Option Line Item) 04/19/2014				2,878,012.00
0003	Option Period II - Year 4 Amount: \$2,932,712.00 (Option Line Item) 04/19/2015				2,932,712.00
0004	Option Period III - Year 5 Amount: \$2,989,062.00 (Option Line Item) 04/19/2016				2,989,062.00
0005	Award Term I - Year 6 Amount: \$3,047,062.00 (Option Line Item) 04/19/2017				3,047,062.00
0006	Award Term II - Year 7 Continued ...				3,106,812.00

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

BRISTOL ENVIRONMENTAL REMEDIATION SERVICES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$3,106,812.00 (Option Line Item) 04/19/2018 The obligated amount of award: \$50,000.00. The total for this award is shown in box 15G.				

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*Part I – Schedule***SECTION B – SUPPLIES OR SERVICES/PRICES****B.1 FIXED RATES FOR SERVICES-INDEFINITE DELIVERY/INDEFINITE QUANTITY
CONTRACT (EPAAR 1552.216-73) (APR 1984)**

The following fixed rates shall apply for payment purposes for the duration of the contact.

Labor Category	Year 1	Year 2	Year 3 (Option 1)	Year 4 (Option 2)	Year 5 (Option 3)	Year 6 (Award Term 1)	Year 7 (Award Term 2)
SR	\$ (b)(4)						
MID							
JR							
ADMIN							

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Delivery Orders and accepted by the EPA Project Officer. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Delivery Orders.

B.2 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from the date of contract award through 24 months. In addition to the two-year base period, this contract will have three, one-year option periods, and two, one-year award terms, for a maximum performance period of seven years if all option and award periods are exercised.

B.3 MINIMUM AND MAXIMUM AMOUNTS

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$50,000 per year. The amount of all orders shall not exceed \$20,551,834 if all option and award terms are exercised.

B.4 TASK ORDER CEILING

Each task order will have a ceiling which shall not be exceeded. Task orders may be incrementally funded, the task order ceiling that may not be exceeded, except at the contractor's own risk, is the amount of dollars obligated to that specific task order at the time the expense is incurred.

B.5 CEILING PRICE

The ceiling price of this contract is \$20,551,834. The contractor shall not make expenditures or incur obligations in the performance of this contract which exceeds the ceiling price specified herein, except at the contractor's own risk.

B.6 ELECTRONIC ORDERING

In accordance with FAR 52.216-18, ORDERING, electronic commerce methods are authorized for this contract.

B.7 INCREMENTAL FUNDING OF TASK ORDERS

Regardless of the type of task order issued, individual task orders may be incrementally funded.

B.8 LIMITATION OF GOVERNMENT'S OBLIGATIONS UNDER TASK ORDERS (APRIL 2012)

(a) Regardless of the type of task order issued, the individual Task Order may be incrementally funded.

(b) Under each task order, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work under a task order beyond that point. The Government will not be obligated in any event and under any circumstances to reimburse the contractor in excess of the amount obligated on a task order except for reimbursement of termination settlement costs as provided for under paragraph (g)(3) of the contract clause entitled "Termination for Convenience of the Government (Fixed-Price) (APR 2012)". As used in this clause, the total amount payable by the Government in the event of termination of an applicable Task Order for convenience includes costs, profit, and estimated termination settlement costs for that task order.

(c) The Contractor will notify the Contracting Officer (CO) and Project Officer (PO), in writing, at least 45 calendar days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including if applicable any costs for termination for convenience, will approximate 85% of the total amount then funded on the task order. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance under the task order up to the next scheduled date for incremental funding in the task order, or to a substitute date as determined by the Government pursuant to subparagraph (d) of this clause. The notification will also advise the CO and PO of the estimated amount of additional funds that will be required for the timely performance of the services ordered, for a subsequent period as specified in the task order or otherwise agreed to by the parties. If, after such notification, the CO does not issue a task order modification obligating additional funds by the date identified in the Contractor's notification, or by an agreed substitute date, the CO will stop work or terminate the task order for which additional funds have not been obligated, pursuant to the clause entitled "Termination for Convenience of the Government." Absent this task order modification, the Government is not obligated to reimburse the contractor for any costs that would exceed the amount funded for the task order under this clause except for reimbursement of termination settlement costs as set forth in paragraph (b) above.

(d) The parties contemplate that the Government will obligate additional funds for continued performance under the task order and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional obligated funds and to the new estimated period of task order performance. The task order will be modified accordingly.

(e) If, solely by reason of failure of the Government to obligate additional funds by the dates indicated in a task order, in amounts sufficient for timely performance of the task order requirements, the Contractor incurs additional costs or is delayed in the performance of the work under the task order and if additional funds are obligated, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination obligate additional funds for the performance of the task order.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and obligation of funds for a task order. This clause no longer applies once the task order is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government."

B.9 OTHER DIRECT COSTS

For the categories listed below, other direct costs, defined as costs that are not direct labor, in excess of the amounts identified are not allowable as charges to this contract without prior written approval from the Contracting Officer. The (b)(4) fee for subcontractors and ODCs are included in the amounts below.

<u>Term</u>	<u>Amount</u>
Base Period (Year 1)	\$1,018,900
Base Period (Year 2)	\$1,018,900
Option Period 1 (Year 3)	\$1,018,900
Option Period 2 (Year 4)	\$1,018,900
Option Period 3 (Year 5)	\$1,018,900
Award Term 1 (Year 6)	\$1,018,900
Award Term 2 (Year 7)	\$1,018,900

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Performance Work Statement included in Attachment 1. Work will be ordered against the subject Performance Work Statement through Contracting Officer issuance of task orders.

C.2 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL

The Contractor's technical proposal entitled, *Technical Proposal for: Site Characterization (Assessment) and Remediation of Leaking Underground Storage Tanks (LUSTs) in Indian Country Solicitation #SOL-HQ-11-00015* is incorporated by reference and made a part of this contract. In the event of any inconsistency between the clauses of this contract and the Contractor's technical proposal, the contract clauses take precedence.

C.3 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.

2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES

(a) Executive Order 13101 of September 14, 1998, entitled —Greening the Government through Waste Prevention, Recycling, and Federal Acquisition|| and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

- (1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions

and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810. You may also view the guides and directories at <http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm>.

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D – PACKAGING AND MARKING

N/A

SECTION E – INSPECTION AND ACCEPTANCE

E.1 NOTICE- LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

<u>Regulation</u>	<u>Number</u>	<u>Date</u>	<u>Title</u>
FAR	52.246-4	AUG 1996	INSPECTION OF SERVICES – FIXED PRICE
FAR	52.246-6	MAY 2011	INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR

E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FAR 52.246-11) (FEB 1999)

The following quality assurance (QA) requirements will apply to all work orders issued under this contract:

1. *ANSI/ASQC E4-1994: Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs* (see <http://www.epa.gov/quality/exmural.html>)

- a. **Pre-award Documentation:** The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Documentation	Specifications
<input checked="" type="checkbox"/> Quality Management Plan (QMP)	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/02]
<input type="checkbox"/> Joint Quality Management Plan/Quality Assurance project Plan for the contract	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/02] and EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]
<input type="checkbox"/> Programmatic Quality Assurance Project Plan for the entire program (contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. The offeror shall describe their plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

Review and update, as necessary, the contract-level QMP on an annual basis. Any updates shall be submitted for approval by the EPA/OUST QA Officer.

- b. **Post-award Documentation:** The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below: *(CO, select one or more)*

Documentation	Specifications	Due After
<input type="checkbox"/> Quality Assurance Project Plan for the contract	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Award of contract
<input checked="" type="checkbox"/> Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project	<p>-EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]</p> <p><u>-Guidance for Quality Assurance Project Plans (G-5) - December 2002, EPA/240/R-02/009.</u> Guidance on developing Quality Assurance Project Plans that meet EPA specifications for new and existing data. Note: This document replaces EPA/600/R-98/018 issued in February, 1998.</p> <p><u>-Guidance for Geospatial Data Quality Assurance Project Plans (G-5G) - March 2003, EPA/240/R-03/003.</u> Guidance on developing Quality Assurance Project Plans for geospatial data projects.</p> <p><u>-Guidance for Quality Assurance Project Plans for Modeling (G-5M) - December 2002, EPA/240/R-02/007.</u> Guidance on developing Quality Assurance Project Plans for modeling projects.</p>	Issuance of statement of work for the individual task order project
<input checked="" type="checkbox"/> Other Equivalent: Quality Assurance Report	Summary Report which references back to the Task Order specific Quality Reports.	End of period of performance of the contract

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

For doing business with EPA: Quality Specifications for non-EPA Organizations, see EPA's Quality Assurance Requirements which can be found at: <http://www.epa.gov/quality/exmural.html>. For more information on EPA's Quality System, see <http://www.epa.gov/quality>

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

SECTION F – DELIVERIES OR PERFORMANCE

F.1 NOTICE- LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

<u>Regulation</u>	<u>Number</u>	<u>Date</u>	<u>Title</u>
FAR	52.242-15	AUG 1989	STOP WORK ORDER
EPAAR	1552.211-75	APR 1984	WORKING FILES

F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996)

(a) The Contractor shall furnish electronically, the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less

the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor.

(iii) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the work plan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following with each invoice submission each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute one electronic copy to the following:

langan.james@epa.gov. Contracting Officer
rocque.eulvid@epa.gov Contract Specialist
depont.lynn@epa.gov Project Officer

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ORDERING-BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or any agency prescribed form, from the date of contract award any time during the ordering period. In addition to the Contracting Officer, the following individuals are authorized ordering officers.

Any EPA Contracting Officer

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within fifteen (15) calendar days the work plan and budget which includes the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) - ALTERNATE I (JUN 1996)

G.3 Submission of Invoices (EPAAR 1552.232-70) (Jun 1996) Deviation TAILORED

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of

FAR 32.905:

- (a) The Contractor shall submit the invoice or request for contract financing payment either in hard copy or electronic format.
 - (1) If submitting electronically, the Contractor shall follow the submission instructions at: <http://www.epa.gov/ocfo/finservices/contracts.htm>. one electronic copy via email of the invoice shall concurrently be sent to the Contract-Level COR and CO.
 - (2) If submitting in hard copy format, the Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract:
 - (i) One original to the EPA Finance Center shown in Block 12 on the cover of the contract; and
 - (ii) One copy to the Contract-Level COR.
- (b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self designed forms which contain the required information.
- (c)
 - (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.
 - (2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.
- (d)
 - (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.
 - (2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the Contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses confidential business information (CBI) concerns.
- (e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.
- (f)
 - (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.
 - (2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.
 - (3) Where cumulative amounts on the monthly progress report differ from the

aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the Contractor shall provide a reconciliation of the difference as part of the payment request.

G.3 PAYMENTS-FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of paragraph (e) of this contract, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this contract. See Section I.11 (p. 33) of this contract.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts. (1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with paragraph (b)(3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(Note: Waiver per Clause I.11)

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding paragraph (b)(1) of this contract, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer Notification. For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraphs (f) and (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.5 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Lynn DePont, Project Officer
US EPA Headquarters
Ariel Rios Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 5404P
Washington, DC 20460

William Lienesch, Deputy Project Officer
US EPA Headquarters
Ariel Rios Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 5401P
Washington, DC 20460

Contracting Officials responsible for administering this contract are as follows:

James Langan, Contracting Officer.
US EPA Headquarters
Ariel Rios Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3805R
Washington, DC 20460

Eulvid Rocque, Contract Specialist
US EPA Headquarters
Ariel Rios Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3805R
Washington, DC 20460

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 NOTICE- LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

<u>Regulation</u>	<u>Number</u>	<u>Date</u>	<u>Title</u>
EPAAR	1552.203-71	AUG 2000	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER
EPAAR	1552.211-78	APR 1985	MANAGEMENT CONSULTING SERVICES
EPAAR	1552.211-79	OCT 2000	COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT
EPAAR	1552.211-80	OCT 2000	DATA STANDARDS FOR THE TRANSMISSION OF LABORATORY MEASUREMENT RESULTS
EPAAR	1552.223-71	MAY 2007	EPA GREEN MEETINGS AND CONFERENCES
EPAAR	1552.227-76	MAY 1994	PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT
EPAAR	1552.228-70	OCT 2000	INSURANCE LIABILITY TO THIRD PERSONS
EPAAR	1552.235.70	APR 1984	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY
EPAAR	1552.235.71	APR 1984	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION
EPAAR	1552.235.73	APR 1996	ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION
EPAAR	1552.235.75	APR 1996	ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION
EPAAR	1552.235.76	APR 1996	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION
EPAAR	1552.235.77	DEC 1997	DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION
EPAAR	1552.235.78	DEC 1997	DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION
EPAAR	1552.235-79	APR 1996	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION
EPAAR	1552.237-74	APR 1984	PUBLICITY
EPAAR	1552.237-75	APR 1984	PAPERWORK REDUCTION ACT
EPAAR	1552.237-76	JUN 1999	GOVERNMENT-CONTRACTOR RELATIONS
Fill in Para. (e)(1) ... within 5 days. Fill in Para. (e)(2) ... within 5 days			
EPAAR	1552.239-70	JUN 1999	REHABILITATION ACT NOTICE

H.2 PRINTING (EPAAR 1552.208-70) (DEC 2005)

a) *Definitions.* "Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) *Prohibition.*

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the printing limitation is to eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at:
<http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 103/4 by 141/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the

duplication thresholds. Duplication services of "incidentals" in excess of the thresholds are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing.

(e) *Violations.* The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.* The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies—The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.5 LIMITATION OF FUTURE CONTRACTING (EPAAR 1552.209-74) ALTERNATE V (HEADQUARTERS SUPPORT) (APR 2004)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of this contract and for a period of five (5) years after the expiration of the contract agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to Leaking Underground Storage Tank (LUST) activities which pertains to the site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize LUST enforcement actions which pertain to the site where the Contractor previously performed work for the EPA under this contract. During the life of this contract, including any options or Award Terms, the Contractor agrees that unless otherwise authorized by the Contracting Officer, it will be ineligible for award of contracts pertaining to this site which result from a RCRA administrative order, a RCRA consent decree or a court order. The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's

performance of Leaking Underground Storage Tanks Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to Leaking Underground Storage Tanks Management and Analytical support contracts, and Leaking Underground Storage Tanks Technical and Analytical support contracts.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.6 AWARD TERM INCENTIVE (EPAAR 1552.216-77) (FEB 2008)

(a) General. This contract may be extended as set forth in paragraph (b) based on overall contractor performance as evaluated in accordance with the Clause entitled "Award Term Incentive Plan," provided the Agency has a need for the effort at or before the time an award term is to commence, and if the contractor receives notice of the availability of funding for an award term period pursuant to the "Award Term Availability of Funds" clause. The Contracting Officer is responsible for the overall award term evaluation and award term decision. The Contracting Officer will unilaterally decide whether or not the contractor is eligible for an award term extension, and in conjunction with the Contracting Officer's Representative, will determine the need for continued performance and funding availability.

(b) Period of performance. Provided the contractor has achieved the performance measures, e.g., acceptable quality levels, set forth in the clause "Award Term Incentive Plan," the Contracting Officer may extend the contract by exercising two additional award term incentive period(s) of 12 months each. The total maximum period of performance under this contract, if the Government exercises all option periods and all award term incentive periods is seven (7) years.

(c) Right not to grant or cancel the award term incentive.

(1) The Government has the unilateral right not to grant or to cancel award term incentive periods and the associated award term incentive plans if--

(i) The Contracting Officer has failed to initiate an award term incentive period, regardless of whether the contractor's performance permitted the Contracting Officer to consider initiating the award term incentive period; or

(ii) The contractor has failed to achieve the performance measures for the corresponding evaluation period; or

(iii) The Government notifies the contractor in writing it does not have funds available for the award term incentive periods; or

(iv) The Government no longer has a need for the award term incentive period at or before the time an award term incentive period is to commence.

(2) When an award term incentive period is not granted or cancelled, any--

(i) Prior award term incentive periods for which the contractor remains otherwise eligible are unaffected.

(ii) Subsequent award term incentive periods are thereby also cancelled.

(d) Cancellation of an award term incentive period that has not yet commenced for any of the reasons set forth in paragraph (c) of this clause shall not be considered either a termination for convenience or termination for default, and shall not entitle the contractor to any termination settlement or any other compensation. If the award term incentive is cancelled, a unilateral modification will cite this clause as the authority.

(e) Award term incentive administration. The award term incentive evaluation(s) will be completed in accordance with the schedule in the Award Term Incentive Plan. The contractor will be notified of the results and their eligibility to be considered for the respective award term incentive no later than 120 days after an evaluation period.

(f) Review process. The contractor may request a review of an award term incentive evaluation which has resulted in the contractor being ineligible for the award term incentive. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of the results of the evaluation.

H.7 AWARD TERM INCENTIVE PLAN (EPAAR 1552.216-78) TAILORED (FEB 2008)

(a) The Award Term Incentive Plan provides for the evaluation of performance, and, together with Agency need and availability of funding, serves as the basis for award term decisions. The Award Term Incentive Plan may be unilaterally revised by the Government. Any changes to the Award Term Incentive Plan will be made in writing and incorporated into the contract through a unilateral modification citing this clause. The Government will consult with the contractor prior to the issuance of a revised Award Term Incentive Plan, but is not required to obtain the contractor's consent to the revisions.

(b) Award Term 1 (Year 6) will be awarded based on the performance evaluation rating of **Very Good** or **Exceptional** for Option Period 1 (Year 3). Award Term 2 (Year 7) will be awarded based on the performance evaluation rating of **Very Good** or **Exceptional** for Option Period 2 (Year 4).

(c) The decision to exercise Award Term 1 (Year 6) will be made no later than 120 days after the end of Option Period 1 (Year 3). The decision to exercise Award Term 2 (Year 7) will be made no later than 120 days after the end of Option Period 2 (Year 4).

Award term decisions will be based on performance standards, evaluation factors and the rating system

used in the Contractor Performance Assessment Reporting System (CPARS).

H.8 AWARD TERM AVAILABILITY OF FUNDS (EPAAR 1552.216-79) (FEB 2008)

Funds are not presently available for any award term. The Government's obligation under any award term is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Government for any award term payment may arise until funds are made available to the Contracting Officer for an award term and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

H.9 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984)

(a) The Government has the option to extend the effective period of this contract for five additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate minimums of:

<u>Period</u>	<u>Minimum</u>	<u>Maximum</u>
Option Period 1 (Yr 3)	\$50,000	\$2,878,012.00
Option Period 2 (Yr 4)	\$50,000	\$2,932,712.00
Option Period 3 (Yr 5)	\$50,000	\$2,989,062.00
Award Term 1 (Yr 6)	\$50,000	\$3,047,062.00
Award Term 2 (Yr 7)	\$50,000	\$3,106,812.00

(c) The "Period of Performance" clause will be modified to cover a base period from:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Option Period 1 (Yr 3)	03/30/2014	03/29/2015
Option Period 2 (Yr 4)	03/30/2015	03/29/2016
Option Period 3 (Yr 5)	03/30/2016	03/29/2017
Award Term 1 (Yr 6)	03/30/2017	03/29/2018
Award Term 2 (Yr 7)	03/30/2018	03/29/2019

H.10 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Office, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

- (1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.
- (2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the 'Changes' clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.11 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.242-71) (JUL 2011)

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR 1542.15, the EPA will prepare and submit past performance evaluations to the Past Performance Information Retrieval System (PPIRS). Evaluation reports will be documented not later than 120 days after the end of an evaluation period by using the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Contractors must register in CPARS in order to view/comment on their past performance reports.

H.12 CLAUSES NOT APPLICABLE TO TIME-AND-MATERIALS TYPE TASK ORDERS

During Task Order performance, the contractor shall adhere to all contract-level clauses applicable to Task Orders; however, the following list of contract clauses do not apply to Task Orders that are Time-and-Materials (T&M) type:

REGULATION	NUMBER	DATE	TITLE
FAR	52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
FAR	52.232-1	APR 1984	PAYMENTS
FAR	52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
FAR	52.232-11	APR 1984	EXTRAS
FAR	52.243-1	AUG 1987	CHANGES—FIXED PRICE ALTERNATE I (APR 1984)
FAR	52.246-4	AUG 1996	INSPECTION OF SERVICES—FIXED-PRICE
FAR	52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
FAR	52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

H.13 CLAUSES NOT APPLICABLE TO FIRM-FIXED-PRICE TASK ORDERS

During Task Order performance, the contractor shall adhere to all contract-level clauses applicable to Task Orders; however the following list of contract clauses does not apply to Task Orders that are Firm Fixed Price (FFP) type:

REGULATION	NUMBER	DATE	TITLE
FAR	52.232-7	FEB 2007	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
FAR	52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT

FAR	52.243-3	SEP 2000	CHANGES—TIME-AND-MATERIALS OR LABOR-HOURS
FAR	52.246-6	MAY 2001	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR
FAR	52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
EPAAR	1552.237-71	APR 1984	TECHNICAL DIRECTION ALTERNATE I (AUG 1992) DEVIATION

H.14 PUBLIC COMMUNICATION

In order to maintain public trust, the Contractor, through any of its representative or employees, shall not misrepresent or otherwise identify itself as EPA to outside parties, both Governmental and private. At the outset of any communications with outside parties regarding performance of this contract – whether those communications are written, electronic, telephonic or in-person – the Contractor shall always identify itself as an Agency contractor.

*PART II - Contract Clauses***SECTION I – CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

<u>Regulation</u>	<u>Number</u>	<u>Date</u>	<u>Title</u>
FAR	52.202-1	JUL 2004	DEFINITIONS
FAR	52.203-3	APR 1984	GRATUITIES
FAR	52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
FAR	52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
FAR	52.203-7	OCT 2010	ANTI-KICKBACK PROCEDURES
FAR	52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
FAR	52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
FAR	52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
FAR	52.203-13	APR 2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
FAR	52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S) Fill in: 'Environmental Protection Agency Office of Inspector General, 1200 Pennsylvania Avenue, N.W. (2410T) Washington, DC 20460, (202) 566-2391, webcomments.oig@epa.gov'
FAR	52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
FAR	52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
FAR	52.204-9	JAN 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
FAR	52.209-6	DEC 2010	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS

			DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
FAR	52.215-2	OCT 2010	AUDIT AND RECORDS - NEGOTIATION
FAR	52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
FAR	52.215-15	OCT 2010	PENSION ADJUSTMENTS AND ASSET REVERSIONS
FAR	52.216-7	JUN 2011	ALLOWABLE COST AND PAYMENT
FAR	52.219-8	JAN 2011	UTILIZATION OF SMALL BUSINESS CONCERNS
FAR	52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
FAR	52.219-17	DEC 1996	SECTION 8(A) AWARD
FAR	52.219-18	JUN 2003	NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS
			Fill ins: 'Bristol Environmental Remediation Services'; 'the U. S. Environmental Protection Agency, Superfund/RCRA Regional Procurement Operations Division'
FAR	52.222-26	MAR 2007	EQUAL OPPORTUNITY (ALTERNATE I)
FAR	52.222-3	JUN 2003	CONVICT LABOR
FAR	52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
FAR	52.222-35	SEP 2010	EQUAL OPPORTUNITY FOR VETERANS
FAR	52.222-36	OCT 2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
FAR	52.222-37	SEP 2006	EMPLOYMENT REPORTS ON VETERANS
FAR	52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
FAR	52.222-54	JAN 2009	EMPLOYMENT ELIGIBILITY VERIFICATION
FAR	52.223-2	DEC 2007	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS
FAR	52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
FAR	52.223-6	MAY 2001	DRUG-FREE WORKPLACE
FAR	52.233-9	MAY 2008	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS.
FAR	52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
FAR	52.223-17	MAY 2008	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS
			Fill In: 'THE CONTRACTING OFFICER'
FAR	52.223-18	AUG 2011	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
FAR	52.225-13	JUNE 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
FAR	52.225-25	NOV 2011	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION
FAR	52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
FAR	52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
FAR	52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL
FAR	52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS
FAR	52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
FAR	52.232-1	APR 1984	PAYMENTS
FAR	52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
FAR	52.232-11	APR 1984	EXTRAS
FAR	52.232-17	OCT 2010	INTEREST
FAR	52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS

FAR	52.232-25	OCT 2008	PROMPT PAYMENT
FAR	52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
FAR	52.233-1	JUL 2002	DISPUTES (ALTERNATE I)
FAR	52.233-3	AUG 1996	PROTEST AFTER AWARD
FAR	52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
FAR	52.237-3	JAN 1991	CONTINUITY OF SERVICES
FAR	52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
FAR	52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
FAR	52.242-13	JUL 1995	BANKRUPTCY
FAR	52.243-1	APR 1984	CHANGES - FIXED-PRICE (ALTERNATE I)
FAR	52.243-3	SEP 2000	CHANGES - TIME-AND-MATERIALS OR LABOR- HOURS
FAR	52.244-2	OCT 2010	SUBCONTRACTS
FAR	52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
FAR	52.244-6	DEC 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
FAR	52.246-25	FEB 1997	LIMITATION OF LIABILITY
FAR	52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
FAR	52.249-3	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS)
FAR	52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT) (ALTERNATE IV)
FAR	52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
FAR	52.249-14	APR 1984	EXCUSABLE DELAYS
FAR	52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 365 days after the end of the contract period of performance.

I.3 APPROVAL OF CONTRACT (FAR 52.204-1) (DEC 1989)

This contract is subject to the written approval of an EPA Contracting Officer warranted to authorize the Government's commitment to the total amount of this contract; and shall not be binding until so approved.

I.4 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award and any time during the ordering period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$5,000,000;

(2) Any order for a combination of items in excess of \$5,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

I.7 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within five (5) days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option

clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed seven (7) years.

I.8 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (FAR 52.223-9) (MAY 2008)

(a) *Definitions.* As used in this clause -

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall -

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer when requested.

I.9 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (FAR 52.226-1) (JUN 2000)

(a) *Definitions.* As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the

representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the -

U.S. Department of the Interior
Bureau of Indian Affairs (BIA)
Attn: Chief, Division of Contracting and
Grants Administration
1849 C Street, NW,
MS-2626-MIB
Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is ^{(b)(4)} percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of ^{(b)(4)} percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

I.10 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

1. FAR - <https://www.acquisition.gov/far/current/html/FARTOCP52.html>
2. EPAAR - <http://farsite.hill.af.mil/reghtml/regs/other/epaar/1552.htm>

I.11 ALTERATIONS IN CONTRACT (FAR 52.252-4) (APR 1984)

Portions of this contract are altered as follows: EPAAR 1552.232-73, "Payments -- Fixed Rates for Services" (OCT 2000). The requirement in Paragraph a (2) is waived.

I.12 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Part III – List of Documents, Exhibits and Other Attachments

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

No.	Attachment Title	Date	No. of Pages	Gross Reference Materials	Version
1	Performance Work Statement, entitled <i>Site Characterization (Assessment) and Remediation of Leaking Underground Storage Tanks (LUSTs) in Indian Country</i>	05/27/2011	7	N/A	BASE
2	EP-W-12-009 Award Term Plan	05/10/2011	3	N/A	BASE
3	EP-W-12-009 Quality Assurance Requirements/ Quality Assurance Surveillance Plan: Performance Requirements Summary	11/29/2011	14	N/A	BASE
4	EP-W-12-009 Management Controls	11/29/2011	4	N/A	BASE

PERFORMANCE WORK STATEMENT

Site Characterization (Assessment) and Remediation of Leaking Underground Storage Tanks (LUSTs) In Indian Country

I. INTRODUCTION

This procurement will support the mission of ensuring that leaking underground storage tanks (LUSTs) in the United States no longer pose a threat to human health and the environment. Among other activities, EPA may use LUST Trust Funds for site assessments and/or remediation when the owner or operator of underground storage tanks (USTs) is unknown, unwilling, or financially unable to undertake corrective action, or when there is an emergency situation. The background, goals, policies and statutes relevant to the Office of Underground Storage Tanks (OUST) program can be accessed via the Internet at the following web address: <http://www.epa.gov/OUST>. OUST, in partnership with EPA's regional offices, implements the LUST program in Indian country, and provides technical support to cleanup petroleum releases from USTs.

II. PURPOSE

The purpose of this procurement is to obtain contractor support, for example, to:

- conduct research of land records, tax records and ability to pay analyses for EPA to determine if sites are eligible for LUST Trust funding;
- conduct site characterization (also referred to as site assessments), which are crucial in the early stages of understanding what has happened at the UST site. This stage needs to find answers to such questions as how far has the release traveled, what is the hydrogeology of the site, through testing tanks for leaks when a leak is suspected, investigating a site to evaluate the source and extent of petroleum contamination);
- remediate the contaminated site if a release is found;
- provide technical field oversight with EPA for the federal enforcement responsibilities; and
- develop outreach materials (e.g., fact sheets, posters, brochures) reflecting work conducted at the sites in Indian Country.

The contractor shall be responsible for all aspects of the work including health and safety and quality assurance.

III. ACRONYMS, APPLICABLE DOCUMENTS and DEFINITIONS

Acronyms

American Society for Testing and Materials (ASTM)
Code of Federal Regulations (CFR)
Contracting Officer (CO)
Contracting Officer's Representative (COR)
Data Quality Objectives (DQO)
Department of Transportation (DOT)
Expedited Site Assessment (ESA)
Field Sampling Plan (FSP)
Health Safety Plan (HSP)
Leaking Underground Storage Tanks (LUSTs)
Risk-based Decision Making (RBDM)
Tribal Employment Rights Ordinance (TERO)
Underground Storage Tank (UST)

Applicable Documents

Contingency Plan Guidance - 29 CFR 1910.120(1)(1) and (1)(2)
Guidance for Data Usability in Risk Assessment, EPA/540/G-90/008, Sept. 1990
Guidance for Data Quality Assessment, EPA/600/R-96/084, July 1996
Guidelines for Ecological Risk Assessment, Final, April 1998, EPA/630/R-95-002F

Expedited Site Assessment Tools For Underground Storage Tank Sites: A Guide For Regulators, EPA 510B97001
Field Analytical and Site Characterization Technologies Summary of Applications, EPA542R97011
How to Effectively Recover Free Product At Leaking Underground Storage Tank Sites: A Guide for State Regulators, EPA 510R96001 September 1996
Risk-Based Decision Making for Petroleum Releases at Underground Storage Tank Sites in Indian Country (ICRBCA) (draft)
Hazardous and Solid Waste Amendments (HSWA) of 1984, (PL 98-616)
Timely Initiation of Responsible Party Searches, Issuance of Notice Letters and Release of Information, October 9, 1985, OSWER Directive 9834.2, <http://es.epa.gov/oeca/osre/851009.html>
Quality Assurance Project Plan (QAPP) Guidance (EPA QA/R-5)
Resource Conservation and Recovery Act (RCRA), Subtitle I (1976), as amended HSWA (40 CFR 280 and 281)
Superfund Amendments and Reauthorization Act - 1986 (SARA)

Definitions

ASTM Standards on Assess and Remediation of Petroleum Release Sites: a compilation of ASTM cleanup standards

Free Product: petroleum and/or petroleum products that have leaked from an underground storage tank

Field Sampling Plan (FSP): describes the number, type, and location of samples and type of analyses

IV. TASK DESCRIPTION

Task 1:

–Meetings/Conference Calls (specific to Task Orders) On-site Meetings with the EPA COR and the Tribes/Regularly Scheduled Conference Calls

The Contractor shall meet at least once with the EPA Regional COR and Tribe(s) to discuss initial site activities planned for the site. The Contractor will be notified of the initial site meeting logistics at least 14 days in advance of the meeting. The EPA Regional COR will decide if additional meetings are required.

In addition to the scheduled site meetings referenced above, the Contractor shall participate with the EPA Regional COR in regularly scheduled conference calls to discuss the site progress and planning activities. These conference calls will take place once each month, or as identified in the individual work orders.

Deliverables

On-Site Meetings/Conference Calls

Task 2: Conduct Research /File Reviews (Advisory and Assistance = <10%) - prior to beginning any work, it shall be determined by EPA that an attempt was made to locate responsible parties at the site by, at a minimum, searching and reviewing files of site owners and/or operators and other documents relating to past operators/owners. According to the federal regulations, LUST Trust Funds are eligible for corrective action/cleanup work when the owner or operator of leaking USTs is unknown, unwilling, or financially unable to undertake corrective

action, or when there is an emergency situation, see <http://www.epa.gov/swerust1/ltffacts.htm>.

The Contractor may be tasked with research /file review efforts to locate owners/operators of the underground storage tanks (USTs); review their ability to pay for cleanup work in conjunction with EPA regional economists; and provide the EPA Regional COR with information for any cost recovery activities. The Contractor shall provide this information to the Regional COR so that the COR can determine if the site is eligible for LUST Trust Funds.

Deliverables

2a. Summary Paper on Research/File Reviews

Task 3: Site Characterization (Assessment)

General Information: Prior to visiting any sites, the Contractor shall adhere to all Tribal, local, state and/or federal government's environmental requirements, other applicable regulations and permits/fees requirements in the performance of the site assessment and potential corrective action activities. The Contractor shall provide a summary report for the site. As necessary, the Contractor shall assist the COR with historical and ecological site clearances. The Contractor will take into account any historic preservation issues, if encountered, with the pertinent Tribal representative. Should historic preservation issues be identified, the Contractor shall contact the EPA COR immediately. The contractor shall publish a public notice in local newspapers serving the community of any site assessment work, and provide public meeting and/or open house support.

Site Characterization (Assessment) is defined as the initiation and then the completion of a determination of the extent and location of soil and groundwater contaminated by a release from a federally regulated petroleum

The Contractor shall gather and analyze the environmental data in response to potential LUST releases. The Contractor shall not duplicate prior efforts in gathering and assimilating site information. The Contractor shall review the available site assessment environmental data, perform a field investigation, prepare a plan for mobilization and demobilization, perform a hydrogeological assessment, if needed, conduct soil boring, drilling, and testing, perform ecological impact screenings and geotechnical surveys and conduct field generated waste characterizations and disposal in accordance with local, state, tribal and federal regulations.

The Contractor shall recommend opportunities for early actions in order to reduce site risks as quickly as possible. The Contractor shall recommend to the Regional COR options to streamline activities and minimize costs without compromising quality. The Contractor shall conduct a

risk-based decision making risk assessment and prepare risk assessment documents in accordance with EPA-provided guidance material.

Deliverables

- 3a. Gather and analyze environmental data in response to potential LUST releases.
- 3b. Review available site assessment data.
- 3c. Perform field investigation.
- 3d. Prepare mobilization/demobilization plan(s).
- 3e. Perform hydrogeological assessment(s).
- 3f. Conduct soil boring, drilling and testing, if needed.
- 3g. Perform ecological impact screenings, geotechnical surveys, and historical site clearances.
- 3h. Conduct field generated waste characterizations and disposal in accordance w/local, state, tribal and federal regulations.
- 3i. Conduct risk-based decision making risk assessment(s) and prepare risk assessment documents.

Task 4: Remediation of LUSTs – Upon the EPA Regional COR's determination that remediation is needed to achieve clean up and completion of the LUST site, the Contractor shall identify, screen, recommend corrective action alternatives and develop a corrective action plan/design.. The Contractor shall also recommend treatability or pilot activities and once approved by the EPA Regional COR, shall conduct said activities. The contractor shall provide notice to the public of any corrective action plans.

For UST release situations which require prompt action in order to protect human health and the environment, the Contractor shall be available to respond to the LUST cleanup site with the appropriate equipment. The Contractor shall remove the free product, if any, to the maximum extent practicable, and in a manner that minimizes the spread of contamination into previously uncontaminated zones.

The Contractor shall subcontract for the implementation of the corrective action plan (i.e., actual remediation of the LUST site). The Contractor shall monitor and document the clean up work at the site to determine if it is in accordance with the design documents. At a minimum, activities shall include conducting and attending progress meetings, maintaining field logs, and daily diaries. The Contractor shall provide quality assurance for all monitoring and documentation work that is performed in accordance with the corrective action plan.

At sites where site assessments determine the possible presence of free product, the Contractor shall remove free product to the maximum extent practicable, and in a manner that minimizes the spread of contamination into previously uncontaminated zones. Recovery and disposal

techniques shall be appropriate to the hydrogeological conditions at the site and shall properly treat, discharge, or dispose of recovery byproducts in compliance with applicable tribal, local, state or federal regulations. Unless directed otherwise by the EPA Regional COR, the Contractor shall submit a free product removal report within 45 days of confirmation of a release.

The Contractor shall complete and close out the on-site work which includes demobilization, evaluating the system performance, long-term management at the site, site closure, pre-final activities, final payment/punch list, after action report, production of the administrative record and task order closeout.

Deliverables

- 4a. Identify, screen, recommend corrective action alternatives and corrective action plan/design
- 4b. Recommend treatability or pilot activities.
- 4c. Conduct said activities.
- 4d. Provide notice to the public of any corrective action plans.
- 4e. Respond to emergency LUST cleanups with appropriate equipment, and remove free product, if any.
- 4f. Subcontract for the implementation (remediation work) of the corrective action plan.
- 4g. Monitor and document the cleanup work at the site to determine if it is in accordance with the design documents, e.g., conduct and attend progress meetings, maintain field logs, and daily diaries.
- 4h. Provide quality assurance for all monitoring and documentation work that is performed in accordance with the corrective action plan.
- 4i. Remove free product to the maximum extent practicable, and in a manner that minimizes the spread of contamination into previously uncontaminated zones.
- 4j. Use appropriate recovery and disposal techniques to the hydrogeological conditions at the site and shall properly treat, discharge, or dispose of recovery byproducts in compliance with applicable tribal, local, state or federal regulations.
- 4k. Submit a free product removal report within 45 days of confirmation of a release.
- 4l. Complete and close out the on-site work, e.g., demobilization, evaluating the system performance, long-term management at the site, site closure, pre-final activities, final payment/punch list, after action report, production of the administrative record and closeout.

Task 5: Technical Field Oversight and Expert Witness Responsibilities of LUSTs - the Contractor shall provide technical field oversight for the purpose of documenting responsible party performance of the fieldwork. The Contractor shall also provide expert witness services, technical assistance, materials and equipment necessary to assist in the identification of responsible parties. The Contractor shall not prepare testimony for expert witnesses who are EPA personnel, but may provide support to EPA personnel as an expert witness.

Deliverables

5a. Provide technical field oversight.

5b. Provide expert witness services, technical assistance, materials and equipment necessary to assist in the identification of responsible parties.

Task 6: Outreach Materials -- the Contractor shall develop instructional LUST fact sheets for the purpose of providing guidance and direction for implementing various aspects of LUST site investigations. The intended audience for the fact sheets is the general public. Fact sheets may include summaries of the findings of the sampling events with references and recommended actions (e.g., drink bottled water, purchase carbon-filter systems, etc.) for contaminants found and verified. The fact sheets shall be written at a high school reading/comprehension level with edifying illustrations when and if, necessary. In addition, the contractor shall develop topic-specific fact sheets related to site assessment and corrective action functions and/or activities for the EPA Regional COR's review, comment and approval.

Deliverable

6a. Develop instructional fact sheets.

V. TECHNICAL DIRECTION

The Designated COR is authorized to provide technical direction to the extent allowed under EPAAR (1552.237-71) (APR 1984) (DEVIATION). Other than the Designated COR, only the Project Officer and the Contracting Officer are authorized to provide technical direction. Therefore, the contractor shall not discuss work related to a task Order with EPA personnel unless the Designated COR, Project Officer or Contracting Officer is present.

Technical direction includes: (1) direction to the contractor which assists the contractor in accomplishing the Statement of Work; and (2) comments on and approval/acceptance of reports or other deliverables. Technical direction must be within the contract and the Task Order statement of work. The Project Officer and the COR do not have the authority to issue technical direction which (1) institutes additional work outside the scope of either the contract or this Task

Order; (2) constitutes a change as defined in the “Changes” clause; (3) causes an increase or decrease in the estimated cost of the contract or Task Order; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract or Task Order.

Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after oral issuance. The Project Officer will provide the technical direction memorandum to the Contractor, with electronic copies to both the Contracting Officer and the Regional COR. If the Contractor has not received written confirmation within five (5) calendar days of an oral issuance, the Contractor must so notify the Project Officer.

AWARD OPTION INCENTIVE PLAN

The Award Option is an incentive that permits extension of the contract period beyond the period of performance for exceptional or very good performance or reduction of the contract period of performance because of unsatisfactory performance. The Contractor may earn an extension or reduction to the contract period of performance from a minimum of one (1) to a maximum of two (2) years based on the performance during the evaluation periods. The Contractor is evaluated each year, but extensions or reductions start with Year 5. The Award Option increment is determined annually based on how the Contractor has performed against the predetermined criteria. The contract period is extended or reduced to reflect this assessment. These determining factors along with Agency need and availability of funding serve as the basis for award term decisions.

The Government may unilaterally revise the Award Option Incentive Plan. Any changes to the Award Option Incentive Plan will be made in writing and incorporated into the contract through a unilateral modification. The Government will consult with the Contractor prior to the issuance of a revised Award Option Incentive Plan, but is not required to obtain the contractor's consent to the revisions.

Monitoring of Performance

Award Option evaluation will be based on the Contractor's performance during each evaluation period. The Government will evaluate the Contractor's performance in accordance with Solicitation Section H Clause EPAAR 1552.242-71, *Contractor Performance Information* (MAY 2010). The Government will make assessments at the end of each contract period based on tasks performed and deliverables received and will provide feed-back to the contractor. The Government will evaluate the Contractor's performance and make a recommendation to the Contracting Officer (CO). The CO will make the final Award Option Determination.

The Contractor earns the Award Option if the CO decides that the Contractor's performance was Exceptional or Very Good overall. If performance is determined to be Unsatisfactory, the Government has the right to cancel all Award Options at no cost based on inconsistent contractor performance.

Contractor's Self Assessment

The Contractor's self-assessment shall be submitted to the Project Officer (PO) within (7) seven days after the end of the evaluation period. This written self-assessment of the Contractor's performance throughout the evaluation period should contain any information that the Contractor wishes to provide for use in evaluating its performance. The Contractor's self-assessment may not exceed ten (10) pages.

Disputes

Decisions regarding the Award Option, the Contractor's entitlement to the Award Option, and the nature and success of the contractor's performance, are made by the CO. These decisions are final and are not subject to dispute.

Award Option Integrity

Although the Award Option process is subjective in nature, every effort will be made to ensure reasonableness and fairness. Written records, inputs from other pertinent sources, and analyses from the PO and CO will provide the necessary checks and balances to assure award term integrity.

Performance Standards and Evaluation Periods

Award Option decisions will be based upon the following Performance Standards:

1. The Agency's Contract Performance System overall rating (See Solicitation Section H Clause EPAAR 1552.242-71, *Contractor Performance Information* (MAY 2010); and
2. Performance and Deliverables that the Agency has deemed acceptable.

Contractor performance and acceptable deliverables will be conducted in accordance with the following evaluation schedule:

Evaluation Period - Two (2) year Base Period and Three (3) one-year Option Periods

Performance – the Contractor's performance will be evaluated for conformance with performance standard goals set forth in individual task orders and those identified in Section H of the Solicitation and in the table below.

Deliverables – the Contractor's deliverables will be evaluated for conformance with the applicable metric set forth in individual task orders.

Award Term 1 (Year 6) will be approved no later than the end of **Month 48 (Year 4)**. Notification of intent to extend the period of performance **for one (1) year** will be issued by end of **Month 48**.

An award term decision for **Award Term 2 (Year 7)** will be finalized no later than the end of **Month 60 (Year 5)**. Notification of intent to extend the period of performance **for one year** will be issued by end of **Month 60**.

Incentive Plan Performance Criteria

The contractor's performance will be summarized in each of the following rating areas: Quality of Product or Service, Schedule, Cost Control, Business Relations, Management of Key Personnel and Utilization of Small Business. Each area will be assigned a rating in accordance with the five-scale rating system established in the Contractor Performance Assessment Reporting System (CPARS). Additional information about ratings and evaluation factors can be accessed online at <http://www.cpars.csd.disa.mil/cparsmain.htm>

QUALITY ASSURANCE REQUIREMENTS

The following quality assurance (QA) requirements will apply to all work orders issued under this contract:

Quality Management Plan (QMP) in accordance with the format and content specified in:

ANSI/ASQC E4-1994: Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs (see <http://www.epa.gov/quality/exmural.html>) and

EPA QA/R-2: EPA Requirements for Quality Management Plans (QA/R-2), March 2001 (Reissued May 2006), EPA/240/B-01/002. Reissue Notice or latest revision.

Review and update, as necessary, the contract-level QMP on an annual basis. Any updates shall be submitted for approval by the EPA/OUST QA Officer.

Prepare a site-specific Quality Assurance Project Plan (QAPP) for tasks that involve environmental data collection activities, in accordance with the format and content specified in:

Guidance for Quality Assurance Project Plans (G-5) - December 2002, EPA/240/R-02/009. Guidance on developing Quality Assurance Project Plans that meet EPA specifications for new and existing data. Note: This document replaces EPA/600/R-98/018 issued in February, 1998.

Guidance for Geospatial Data Quality Assurance Project Plans (G-5G) - March 2003, EPA/240/R-03/003. Guidance on developing Quality Assurance Project Plans for geospatial data projects.

Guidance for Quality Assurance Project Plans for Modeling (G-5M) - December 2002, EPA/240/R-02/007. Guidance on developing Quality Assurance Project Plans for modeling projects.

For doing business with EPA: Quality Specifications for non-EPA Organizations, see EPA's Quality Assurance Requirements which can be found at: <http://www.epa.gov/quality/exmural.html>

U.S. EPA QUALITY ASSURANCE REVIEW FORM FOR CONTRACT ACTIONS

I. General Information

a. Vehicle Type

☒ Solicitation/Sole Source (RFP #: SOL-HQ-11-00015)

b. Descriptive Title: Site Characterization (Assessment) and Remediation of Leaking Underground Storage Tanks (LUSTs In Indian Country

c. Sponsoring Organization (*e.g., Branch, Division, Office, etc.*): Office of Underground Storage Tanks/Office of Solid Waste and Emergency Response

d. Project Duration: Potential seven years (Two year Base Period, Three Option Periods, 2 Incentive Years)

e. Is this a new ☐ **or a continuation of an existing** ☒ **project?**

II. Scope of Work

a. Does the work involve:	Yes	No
<ul style="list-style-type: none"> the collection, generation, use, and/or reporting of environmental data? (Environmental data are defined as any measurements or information that describe environmental processes, location, or conditions; ecological or health effects and consequences; or the performance of environmental technology. For EPA, environmental data include information collected directly from measurements, produced from models, and compiled from other sources such as data bases or the literature.) 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> design, construction, and/or operation of environmental technologies? 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> development of surveys and/or models? 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> Other activities that need quality assurance or quality control requirements as identified in OSWER's Quality Management Plan? If yes, list: _____ 	<input type="checkbox"/>	<input checked="" type="checkbox"/>

III. Quality-Related Requirements

[Where applicable, reference a specific section of the Statement of Work]

a. For Solicitations Only *[complete (b) – (f) below, as well]*

1. Insert the percentage of technical evaluation points assigned to offeror's quality system documentation or enter P/F if the evaluation is pass/fail:
10%
2. List any quality standards (from OSWER's Quality Management Plan) that you will use in lieu of, or in addition to, *Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs (ANSI/ASQC E-4)*. These standards are:

None

Title: _____
 Numbering: _____
 Date: _____
 Requirements (Tailoring): _____

- b. QA Documentation Options:** *[For solicitations, complete items 1-4; for all actions other than solicitations, complete items 3-4. All documentation specified under "Other" must be defined in your organization's Quality Management Plan and be consistent with requirements defined in EPA Manual 5360 A1. For items checked under #2, there must be adequate information in the SOW for the offeror to develop this documentation.]*

Before Award Documentation¹

1. _____ Documentation of OSWER's Quality System: Either QMP developed in accordance with ☐ R-2 or ☐ Other:
 ✓ Combined documentation of an organization's Quality System and application of QA and QC to the single project covered by contract: Either developed in accordance with ☐ R-2 and ☐ R-5 or Other: _____
2. _____ Programmatic QA Project Plan: Either developed in accordance with
 ☐ R5 or ☐ Other: _____

¹ QMP refers to a Quality Management Plan. Programmatic QA Project Plan refers to a QA Project Plan that would cover multiple projects with similar activities. R-2 refers to EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, 03/20/01) and R-5 refers to EPA Requirements for Quality Assurance Project Plans (QA/R-5) (EPA/240/B-01/003, 03/20/01) – copies of these documents are available at www.epa.gov/quality.

3. _____ Application of QA and QC activities to the single project covered by contract: Either ☐ QA Project Plan developed in accordance with R-5 or ☐ Other: _____

4. _____ Not applicable.

- c. **Reports:** Are quality reports or reports containing quality assurance information (for example, status of quality system implementation, review of a quality system, quality control data, etc.) required?
[] Yes [✓] No

If yes, identify the required reports and the time frame for submission:

- d. **Assessments:** Select all quality assessments that will be performed either pre-award or post-award:

	Pre-Award	Post-Award
Assessments of the offeror's/contractor's Quality System (e.g., Quality Management Plan, etc.)	✓	
Project-specific assessments (e.g., technical systems audits, surveillance, performance evaluations, data quality assessments, peer reviews, readiness reviews)		✓

For each assessment, specify type, date to perform, and who will perform it (if known):

Contract-level Quality Management Plan (part of the RFP) to be assessed as part of Technical Evaluation Criteria by Technical Evaluation Panel; Project-specific assessment, during Work Order performance period, COR will perform the quality assessment.

- e. **Procedures to Update Documentation:** Identify any procedures/requirements for updating EPA-approved quality-related documentation: Individual Work Orders will provide procedures/requirements.

- f. **Other Requirements:** Identify any other pertinent quality-related requirements (as identified in your organization's Quality Management Plan):
None

- IV. The signatures below verify that the Statement of Work has been reviewed to ascertain if quality assurance or quality control activities are needed and that the appropriate quality requirements have been established.**

_____ Contracting Officer Representative	_____ Date	_____ OUST Quality Assurance Manager	_____ Date
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Quality Example Activities

Environmental data are any measurements or information that describe environmental processes, location, or conditions; ecological or health effects and consequences; or the performance of environmental technology. For EPA, environmental data include both primary data (i.e., information collected directly from measurements) and secondary/existing data (i.e., data that were collected for other purposes or obtained from other sources, including literature, industry surveys, models, data bases, and information systems). Example activities covered by the EPA Quality System that involve environmental data include, but are not limited to:

- Characterize and/or evaluate the states and/or conditions of environmental or ecological systems and the health of human populations;
- Characterize and/or evaluate chemical, biological, physical, or radioactive constituents in environmental and ecological systems, and their behavior and associated interfaces in those systems, including exposure assessment, transport, and fate;
- Establish the ambient conditions in air, water, sediments, soil, etc. in terms of physical, chemical, radiological, or biological characteristics;
- Determine and/or categorize radioactive, hazardous, toxic, and mixed wastes in the environment and to establish their relationships with and/or impact on human health and ecological systems;
- Quantify and/or monitor the waste and effluent discharges to the environment from processes and operations (e.g., energy generation, metallurgical processes, chemicals production), during either normal or upset conditions (i.e., operating conditions that cause pollutant or contaminant discharges);
- Develop and/or evaluate environmental technology for waste treatment, storage, remediation, and disposal; pollution prevention; and pollution control and the use of the technology to generate and/or collect data (e.g., treatability and pilot studies);
- Map environmental processes and conditions, and/or human health risk data, etc. (e.g., geographic information system);
- Support enforcement and/or compliance monitoring efforts;
- Develop or evaluate methods for use in the collection, analysis, and use of environmental data;
- Develop and/or evaluate models of environmental processes and conditions and use models to characterize environmental processes or conditions;

- Develop, revise, or use information technology and management system operations that impact the quality of the results of environmental programs (e.g., electronic databases with environmental information including data entry, handling, transmission and analysis and laboratory information management systems); and
- Monitor or address concerns over the occupational health and safety of personnel in EPA facilities (e.g., indoor air quality measurements) and in the field (e.g., chemical dosimetry, radiation dosimetry).

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) PERFORMANCE REQUIREMENTS SUMMARY

I. Introduction: The purpose of this Quality Assurance Surveillance Plan (QASP) is to layout in advance what EPA will do to assure that the Contractor's performance meets the baseline established by the contract in terms of technical requirements, schedule, quality and cost. This QASP provides the basis for the Contracting Officer's Representative (COR) to evaluate the Contractor's performance. The oversight provided for in the QASP and in the contract will help to ensure that the performance levels mandated by the Performance Work Statement are attained throughout the contract term and/or by its end. Further, this QASP provides the COR with a proactive way to avoid unacceptable or deficient performance, and provides verifiable input for the required annual past performance evaluations. A copy of this QASP will be furnished to the Contractor so that any concerns the Contractor may have can be addressed prior to the firm's beginning the effort. However, the QASP is provided for the Contractor's information only, and the Government reserves the right to alter or change the plan at its discretion.

II. Functions: The QASP is composed to convey the following:

- A. The roles and responsibilities of Government officials
- B. The evaluation methods that will be employed by the Government in assessing the Contractor's performance and
- C. The monitoring forms used to evaluate and document the Contractor's performance.

III. Government Roles and Responsibilities: The "technical" Government personnel who will use this QASP is the COR. The COR has main technical responsibility for overall performance management of the contract. The COR has the lead in monitoring, assessing, recording and reporting the technical performance of the Contractor. The COR will be the main interface with the Contractor about performance and work closely with the Contractor's Project Manager. On the other hand, the Contracting Officer makes all the key contractual decisions in obligating the Government. Thus, the COR also will keep the Contracting Officer (CO) informed about the emerging performance and seek the CO's advice and input for non-technical issues that arise. Close working relationships among the COR and the CO are essential to ensuring effective Contractor performance.

In carrying out performance monitoring, the following responsibilities are to be noted:

- A. Inspection of deliverables can be done at all times and places so long as not to disrupt the Contractor's effort.
- B. If the COR discovers performance deficiencies, the Contractor is given the first right to make the corrections.
- C. If the Contractor is not able to make corrections, either:
 - 1. The Government or a third party can do so at the Contractor's expense or
 - 2. The Government can accept the performance and seek an equitable adjustment.
- D. Acceptance acknowledges that the performance conforms to the requirements and that the Government will take title and ownership of the outputs.
- E. The ultimate determinant of performance is what is in the contract.

NOTE: The Contractor has a key responsibility here as well: namely, to have a quality control scheme in place and be using it to assure the proper performance by correcting deficiencies as performance emerges. The COR (through the CO) can request a copy of the Quality Control Scheme at any time.

IV. Performance Evaluation Methods: The primary functions that the COR will carry out are: inspecting, handling nonconformance and accepting. These functions will be done to the tasking and deliverable facets of the effort. Specifically, such duties will entail the following:

- Inspecting the deliverables for compliance with the individual task order's Performance Work Requirements.
- Report nonconformance resulting from inspections to the Contracting Officer.
 - 1) communicate discrepancies discovered during the periodic inspections,
 - 2) note the impacts of what was not completed, and any recommendation for rework or re-performance, and
 - 3) follow up to ensure non-conformances are corrected.
- Follow through to ensure agreed to actions are taken by the vendor.
- Provide timely feedback on submitted deliverables. Get feedback to the vendor in time to incorporate comments for resubmittal.
- Accepting deliverables once the inspection is completed.

V. Performance Requirement Summaries: In general, the Tasking and Deliverables performed by the Contractor will be evaluated in terms of how well the requirements of the contract and the individual task orders are satisfied. The COR will perform Inspection on the Tasking and Deliverables to ensure there is a match between actual and expected performance. If there are discrepancies, the Contract Discrepancy Report (see below) will be used to communicate these performance concerns to the Contractor, and follow-through to ensure performance gaps are closed. The Contracting Officer will be kept in the loop often in terms of the Inspection findings and means to resolve identified performance concerns. NOTE: the periodic performance feedback given to the Contractor by the COR doing Inspection can be very important in terms of providing timely and insightful feedback about any mid-course corrections the Contractor may need to make to ultimately achieve the contract requirements. In addition, the information obtained from such incremental surveillance activities will form the basis for the COR completing the Performance Criteria form (see below).

The actual Inspection that is done by the COR includes using Performance Work Requirements (PWR). These charts describe three performance facets:

A. Requirement Element: This is a Task or Deliverable or an aspect of Task or Deliverable that will be evaluated by the COR. Generally, separate PWR charts are developed for each set of Tasks and corresponding Deliverables.

B. Performance Standard (PS): The Performance Work Statement (PWS) delineates the levels of performance expected from the Contractor. During the actual Contractor performance, the COR will evaluate the current level of performance, by using one or more Performance Standards given herein. In many instances, these come from internal or external standards. The basic reason for using Standards is to know whether the Contractor is or is not moving toward attaining the required level of performance. A major challenge is ensuring that there is a match between the discovered Standards and the feedback about actual performance. Then, over time, use of these Standards can, where needed, improve the expected versus actual performance “fit.” In addition, some pointers about using Performance Standards include:

1. The more important the finding, the more thorough the PS use and interpretation.
2. If have described a “common” set of Tasks (like analyses) or a “common” set of Deliverables (like reports) can use a “common” set of PS’s to evaluate them.
3. Yet, the Standard level can vary depending whether the Task or Deliverable is critical or non-critical.
4. Can have one or more Standards in use for any Task or Deliverable.
5. The clearer the PWS, the better the PS match.
6. Ensure PS’s are consistently used.

CONTRACT DISCREPANCY REPORT

1. Contract Number: _____
2. To: (Contractor's Representative's Name): _____
3. From: (Name of Contracting Officer's Representative (COR)):
- _____

DATES

4. Prepared: _____
5. Oral Notification: _____
6. Returned by Contractor: _____
7. Action Complete: _____
8. Discrepancy or Problem (describe in detail)

9. Signature of COR: _____
- _____

10. To: (Contracting Officer) _____
- From: (Contractor) _____

11. Contractor response as to cause(s), corrective action(s), and action(s) to prevent reoccurrence:

12. Signature of Contractor Representative: _____

Date: _____

13. Government Evaluation (Acceptable, partially acceptable, or rejected). If necessary, explain further contractor actions required.

14. Government Actions (see below or cure notice, show cause notice, etc.)

15. Verification of Remedy:

Contractor Representative: _____

□□□□□□□□□□□□□□□□□□□□

Name/Title

Signature

Date

COR: _____

□□□□□□□□□□□□□□□□□□□□

Name/Title

Signature

Date

□□□□□□□□□□□□□□□□□□□□

Contracting Officer: _____

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Name/Title

Signature

Date

C. Monitoring Method: This is the means by which the COR will verify that the Performance Standards are providing effective performance feedback information. Examples of Monitoring Methods for the Tasks and Deliverables are shown in the charts below under *Section V. Performance Requirement Summaries*.

V. Performance Requirement Summaries:**PERFORMANCE REQUIREMENTS SUMMARY: TASKS**

TASK ELEMENT	PERFORMANCE STANDARDS(s)	PERFORMANCE MONITORING
1- Verify Contractor's work plan proposal/PWS match	% match deviation	a. At start, review work plan to ensure PWS tasks will occur b. Sustain such tasking continues without unapproved changes
2- Confirm Contractor understanding of tasks	% clarity variation	a. Hold technical direction sessions as needed b. Sustain tasking efforts being done well or contractor game plan for closing gaps
3- Validate project controls in play	% variation from baseline	a. Have progress review sessions b. Note discrepancies and get contractor scheme for control improvement
4- Validate success or failure of emerging effort	Ratio of internal corrections to contract changes	a. Evaluate progress status for meeting Task Order objectives b. If major problems exist, discover internal contractor corrections c. As last resort, consider changes to PWS.

PERFORMANCE REQUIREMENTS SUMMARY: DELIVERABLES

DELIVERABLE ELEMENT	PERFORMANCE STANDARD(s)	PERFORMANCE MONITORING
1- Verify deliverable aspects met	% variation in aspects	a. Check deliverable receipt per Task Order schedule b. Check format per Task Order info. c. Check content per Task Order info.
2- Sustain corrections made as needed	% errors after correction	a. COR takes "x" days to review b. COR gives accept or reject notification c. Contractor corrects as needed at own expense & resubmits d. Note steps to prevent recurrence & to improve performance
3- Ensure tracking of contractor's progress	% variation from plan(s)	Specified in Task Order: a. Monthly progress report b. In-process review, as needed c. Email activity summary
4- Verify deliverable/task match	% match deviation	a. Sustain each deliverable is related to one or more tasks b. Ensure each task has set of deliverables c. Validate that correct deliverables are matched with correct tasks

EP-W-12-009
MANAGEMENT CONTROLS

If the need arises, individual Work Orders will describe in detail control measures that will be applied, and the Contracting Officer will make the final decision on whether they are sufficient. Some examples are as follows:

1. Assisting the COR in identifying LUST-eligible sites

Services provided under this procurement may require contractor support to assist with locating responsible parties. The following approach will be used to ensure that the final product provided by the contractor is unbiased and represents Agency thinking.

a. Prior to initiating any activity in support of the Contractor assisting the EPA COR with efforts to identify the responsible parties at the site, the contractor will be required to submit work plans or similar project planning documents for the EPA COR's review and approval.

b. The contractor will evaluate the responsible party's ability to pay for cleanup and provide support to the EPA COR for cost recovery activities.

c. The Contractor shall provide this information to the EPA COR so that the EPA COR can determine if the site is eligible for LUST Trust Funds.

2. Site Assessments/Site Characterization

Services provided under this procurement may require contractor support to conduct site assessments/site characterizations. The following approach will be used to ensure that the final product provided by the contractor is unbiased and represents Agency thinking.

a. Prior to initiating any activity in support of the Contractor assisting the EPA COR with efforts to conduct site assessments/site characterizations, the contractor will be required to submit work plans or similar project planning documents for the EPA COR's review and approval.

b. Prior to visiting the site, the Contractor shall conform to applicable tribal, local, state and/or federal government's requirements concerning site assessments and provide notice to the public of any site assessment work.

c. The Contractor shall recommend opportunities for early actions in order to reduce site risks as quickly as possible. The Contractor shall identify and implement ways to streamline activities and minimize costs without compromising quality. The Contractor shall conduct a risk-based decision making risk assessment and prepare risk assessment documents in accordance with EPA-provided guidance material.

3. Remediation of LUSTs

Services provided under this procurement may require contractor support to the remediation of LUSTs. The following approach will be used to ensure that the final product provided by the contractor is unbiased and represents Agency thinking.

a. Prior to initiating any activity in support of the Contractor assisting the EPA COR with efforts for the remediation of LUSTs, the contractor will be required to submit work plans or similar project planning documents for the EPA COR's review and approval.

b. The Contractor shall identify, screen and recommend corrective action alternatives, corrective action design, and corrective action implementation that corresponds to the purpose and scope of the LUST response action sufficient to meet the cleanup goals. The Contractor shall also recommend treatability or pilot studies and once approved by the COR, shall conduct said studies. The contractor shall provide notice to the public of any corrective action plans.

c. For UST release situations which require prompt action in order to protect human health and the environment, the Contractor shall be available to respond to the LUST cleanup site with the appropriate equipment. The Contractor shall remove the free product, if any.

d. The Contractor shall subcontract for the implementation of the corrective action plan. The Contractor shall monitor and document the cleanup work at the site to determine if it is in accordance with the design documents. At a minimum, activities shall include conducting and attending progress meetings, maintaining field logs, and daily diaries. The Contractor shall provide quality assurance for all monitoring and documentation work that is performed in accordance with the corrective action plan.

e. At sites where site assessments determine the possible presence of free product, the Contractor shall remove free product to the maximum extent practicable, and in a manner that minimizes the spread of contamination into previously uncontaminated zones. Recovery and disposal techniques shall be appropriate to the hydrogeological conditions at the site and shall properly treat, discharge, or dispose of recovery byproducts in compliance with applicable tribal, local, state or federal regulations.

4. Oversight and Enforcement Responsibilities of LUSTs

Services provided under this procurement may require contractor support for the oversight and enforcement responsibilities of LUSTs. The following approach will be used to ensure that the final product provided by the contractor is unbiased and represents Agency thinking.

a. Prior to initiating any activity in support of the Contractor assisting the EPA COR with the oversight and enforcement responsibilities of LUSTs, the contractor will be required to submit work plans or similar project planning documents for the EPA COR's review and approval.

b. The Contractor shall provide technical field oversight for the purpose of documenting responsible party performance of the field work. The Contractor shall also provide expert witness services, technical assistance, materials and equipment necessary to assist in the identification of responsible parties.

5. Situations where it can be assumed that the Contractor is EPA without specifically identifying itself as a contractor.

All contractor and subcontractor personnel associated with this contract shall wear appropriate identification badges and specifically identify themselves as a contractor to EPA. This will be required whenever the contractor is dealing in person with the public, state/local officials, or any Federal officials, including EPA, or when the contractor is present in government facilities. The contractor and subcontractor personnel shall also identify themselves as such when communicating via telephone or electronically with any of these entities. Periodic monitoring will occur to ensure that the contractor adheres to this control. A special contract clause entitled Identification of Contractor Personnel, which addresses contractor interaction with the public will be incorporated into the solicitation.

IDENTIFICATION OF CONTRACTOR PERSONNEL

All contractors, subcontractors, and consultant personnel are required to wear prominently displayed identification badges at all times on-site or when attending meetings, workshops, symposia, conferences, etc., with EPA, environmental Tribal staff, and owners/operators in Indian Country. The badge will contain the individual's name and the company name and logo. When participating in such events, e.g., as a speaker or panel member, facilitating and/or conducting training, the contractor shall supplement the physical identification (e.g., badges, etc.) with verbal announcements so that it is clear to all that they are employees of the contractor, not EPA (Agency) staff members.

6. Support services such as establishing working relationships with the tribes

with visits to specific sites to explain the impacts and effects upon the tribal community regarding leaking USTs.

To assure that there is no appearance or likelihood that Agency policies or decisions are made by non-EPA employees or that Agency policy-makers and decision-makers are being improperly influenced by analyses and recommendations as contract deliverables, contractors will be required to fully describe in an objective manner the bases for the working relationships put forward including all approaches, procedures and supporting data used to arrive at the options or recommendations.